

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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THUY LE,

Civil Action No. 1:18-cv-07709 (ER)

Plaintiff,

-against-

**DEFENDANT BLUEMERCURY INC.'S
ANSWER TO PLAINTIFF'S
COMPLAINT**

MACY'S INC.; MACY'S RETAIL
HOLDINGS, INC.; MACY'S CORPORATE
SERVICES, INC., BLUMERCURY and jointly
and individually MARGUERITE (MAGGIE)
DEWINE, REXANA RODRIGUEZ and KATE
FISHER,

Defendants.

■ ■

Defendant Bluemercury Inc. ("Bluemercury"), by and through its counsel, and for its
Answer to Plaintiff's Complaint (hereinafter "Complaint"), states as follows:

NATURE OF THE ACTION

1. Bluemercury states that no response is required to Paragraph 1 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that this is an employment case brought by plaintiff, Bluemercury denies that (i) Macy's, Inc. ("Macy's"), Macy's Retail Holdings, Inc. ("MRH"), and Macy's Corporate Services, Inc. ("MCS") were, individually or jointly, plaintiff's employer, (ii) Marguerite (Maggie) Dewine, Rexana Rodriguez and Kate Fisher were supervisors at Macy's, MRH or MCS, (iii) plaintiff was discriminated against, harassed, or retaliated against at any time and denies the allegations contained in Paragraph 1 of the Complaint.

2. Bluemercury states that no response is required to Paragraph 2 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, Bluemercury

denies that there was any “unlawful abuse” of the plaintiff and denies the allegations contained in Paragraph 2 of the Complaint.

3. Bluemercury states that no response is required to Paragraph 3 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring claims involving harassment, hostile work environment, discrimination, and retaliation in violation of Title VII of the Civil Rights Act of 1964 (“Title VII”), Section 1981, 42 U.S.C.A. § 1981, as amended by the Civil Rights Act of 1991 (“Section 1981”), the New York State Human Rights Law, N.Y. Exec. Law § 290, *et seq.* (“NYSHRL”), and the New York City Human Rights Law, N.Y.C. Admin. Code § 8-101, *et seq.* (“NYCHRL”), Bluemercury denies that there was any harassment, hostile work environment, discrimination, or retaliation, denies that there was any violation of Title VII, Section 1981, the NYSHRL, and/or the NYCHRL, and denies the allegations contained in Paragraph 3 of the Complaint.

4. Bluemercury states that no response is required to Paragraph 4 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring this lawsuit against many defendants and that Dewine was plaintiff’s manager, Bluemercury denies that Macy’s, MRH, or MCS was, individually or jointly, her employer, denies that Rodriguez and Fisher were her former supervisors and Bluemercury denies the allegations contained in Paragraph 4 of the Complaint.

PARTIES

5. Except to admit that plaintiff is a natural person, Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5 of the Complaint.

6. Except to admit that Dewine is a natural person, Bluemercury denies the allegations contained in Paragraph 6 of the Complaint.

7. Except to admit that Rodriguez is a natural person, Bluemercury denies the allegations contained in Paragraph 7 of the Complaint.

8. Except to admit that Fisher is a natural person, Bluemercury denies the allegations contained in Paragraph 8 of the Complaint.

9. Bluemercury admits the allegations contained in Paragraph 9 of the Complaint.

10. Bluemercury admits the allegations contained in Paragraph 10 of the Complaint.

11. Bluemercury admits the allegations contained in Paragraph 11 of the Complaint.

12. Bluemercury admits the allegations contained in Paragraph 12 of the Complaint.

13. Bluemercury denies the allegations contained in Paragraph 13 of the Complaint.

14. Bluemercury denies the allegations contained in Paragraph 14 of the Complaint.

15. Bluemercury denies the allegations contained in Paragraph 15 of the Complaint.

16. Bluemercury states that no response is required to Paragraph 16 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to seek to hold defendants liable under various legal theories, Bluemercury denies any wrongdoing, denies that any facts support holding any defendant liable, and denies the allegations contained in Paragraph 17 of the Complaint.

JURISDICTION AND VENUE

17. Bluemercury states that no response is required to Paragraph 17 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, Bluemercury admits that this Court has jurisdiction over the federal claims asserted in the lawsuit.

18. Bluemercury states that no response is required to Paragraph 18 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, Bluemercury admits that this Court may exercise supplemental jurisdiction over the New York state claims and denies that any common law claims are asserted in the lawsuit.

19. Bluemercury states that no response is required to Paragraph 19 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that venue lies in this District, Bluemercury denies the validity or merit of plaintiff's claims and denies the allegations contained in Paragraph 19 of the Complaint.

20. Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 20 of the Complaint and respectfully refers the Court to the "charges of discrimination and retaliation" referenced therein for the contents thereof.

21. Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21 of the Complaint and respectfully refers the Court to the Notice of Right to Sue referenced therein for the contents thereof.

22. Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22 of the Complaint.

23. Bluemercury states that no response is required to Paragraph 23 of the Complaint, as same does not set forth a conclusion of law and not allegations of fact. To the extent a response is required, Bluemercury denies the allegations contained in Paragraph 23 of the Complaint.

24. Bluemercury states that no response is required to Paragraph 24 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required,

and except to admit that plaintiff purports to seek an award of “appropriate relief,” Bluemercury denies that plaintiff is entitled to any relief and denies the allegations contained in Paragraph 24 of the Complaint.

RELEVANT FACTS

25. Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25 of the Complaint.

26. Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 of the Complaint.

27. Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 of the Complaint.

28. Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of the Complaint.

29. Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 of the Complaint.

30. Bluemercury denies the allegations contained in Paragraph 30 of the Complaint.

31. Bluemercury denies the allegations contained in Paragraph 31 of the Complaint.

32. Bluemercury denies the allegations contained in Paragraph 32 of the Complaint.

33. Bluemercury denies the allegations contained in Paragraph 33 of the Complaint.

34. Bluemercury denies the allegations contained in Paragraph 34 of the Complaint.

35. Bluemercury admits the allegations contained in Paragraph 35 of the Complaint.

36. Bluemercury admits the allegations contained in Paragraph 36 of the Complaint.

37. Bluemercury denies the allegations contained in Paragraph 37 of the Complaint.

38. Bluemercury denies the allegations contained in Paragraph 38 of the Complaint.

39. Bluemercury denies the allegations contained in Paragraph 39 of the Complaint.
40. Bluemercury denies the allegations contained in Paragraph 40 of the Complaint.
41. Bluemercury denies the allegations contained in Paragraph 41 of the Complaint.
42. Bluemercury denies the allegations contained in Paragraph 42 of the Complaint.
43. Bluemercury denies the allegations contained in Paragraph 43 of the Complaint.
44. Bluemercury denies the allegations contained in Paragraph 44 of the Complaint.
45. Bluemercury admits the allegations contained in Paragraph 45 of the Complaint.
46. Bluemercury denies the allegations contained in Paragraph 46 of the Complaint.
47. Bluemercury denies the allegations contained in Paragraph 47 of the Complaint.
48. Bluemercury denies the allegations contained in Paragraph 48 of the Complaint.
49. Bluemercury denies the allegations contained in Paragraph 49 of the Complaint.
50. Bluemercury denies the allegations contained in Paragraph 50 of the Complaint.
51. Bluemercury admits the allegations contained in Paragraph 51 of the Complaint.
52. Bluemercury denies the allegations contained in Paragraph 52 of the Complaint.
53. Bluemercury denies the allegations contained in Paragraph 53 of the Complaint.
54. Bluemercury admits the allegations contained in Paragraph 54 of the Complaint.
55. Bluemercury denies the allegations contained in Paragraph 55 of the Complaint.
56. Bluemercury denies the allegations contained in Paragraph 56 of the Complaint.
57. Bluemercury admits the allegations contained in Paragraph 57 of the Complaint.
58. Bluemercury denies the allegations contained in Paragraph 58 of the Complaint.
59. Bluemercury denies the allegations contained in Paragraph 59 of the Complaint.
60. Bluemercury denies the allegations contained in Paragraph 60 of the Complaint.
61. Bluemercury denies the allegations contained in Paragraph 61 of the Complaint.

62. Bluemercury denies the allegations contained in Paragraph 62 of the Complaint.

63. Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 63 of the Complaint.

64. Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 64 of the Complaint.

65. Bluemercury denies the allegations contained in Paragraph 65 of the Complaint.

66. Bluemercury denies the allegations contained in Paragraph 66 of the Complaint.

67. Bluemercury denies the allegations contained in Paragraph 67 of the Complaint.

68. Bluemercury denies the allegations contained in Paragraph 68 of the Complaint.

69. Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 69 of the Complaint.

70. Bluemercury denies the allegations contained in Paragraph 70 of the Complaint.

71. Bluemercury denies the allegations contained in Paragraph 71 of the Complaint.

72. Bluemercury denies the allegations contained in Paragraph 72 of the Complaint.

73. Bluemercury denies the allegations contained in Paragraph 73 of the Complaint.

74. Bluemercury denies the allegations contained in Paragraph 74 of the Complaint.

75. Bluemercury denies the allegations contained in Paragraph 75 of the Complaint.

76. Bluemercury denies the allegations contained in Paragraph 76 of the Complaint.

77. Bluemercury admits the allegations contained in Paragraph 77 of the Complaint.

78. Bluemercury admits the allegations contained in Paragraph 78 of the Complaint.

79. Bluemercury admits the allegations contained in Paragraph 79 of the Complaint.

80. Bluemercury admits the allegations contained in Paragraph 80 of the Complaint.

81. Bluemercury admits the allegations contained in Paragraph 81 of the Complaint.

82. Bluemercury denies the allegations contained in Paragraph 82 of the Complaint.

83. Bluemercury denies the allegations contained in Paragraph 83 of the Complaint.

84. Bluemercury denies the allegations contained in Paragraph 84 of the Complaint.

85. Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 85 of the Complaint.

86. Bluemercury denies the allegations contained in Paragraph 86 of the Complaint.

87. Bluemercury denies the allegations contained in Paragraph 87 of the Complaint.

88. Bluemercury denies the allegations contained in Paragraph 88 of the Complaint.

89. Bluemercury denies the allegations contained in Paragraph 89 of the Complaint.

90. Bluemercury denies the allegations contained in Paragraph 90 of the Complaint.

91. Bluemercury denies the allegations contained in Paragraph 91 of the Complaint.

92. Bluemercury denies the allegations contained in Paragraph 92 of the Complaint.

93. Bluemercury denies the allegations contained in Paragraph 93 of the Complaint.

94. Bluemercury denies the allegations contained in Paragraph 94 of the Complaint.

95. Bluemercury denies the allegations contained in Paragraph 95 of the Complaint.

96. Bluemercury denies the allegations contained in Paragraph 96 of the Complaint.

97. Bluemercury denies the allegations contained in Paragraph 97 of the Complaint.

98. Bluemercury admits the allegations contained in Paragraph 98 of the Complaint.

99. Bluemercury admits the allegations contained in Paragraph 99 of the Complaint.

100. Bluemercury denies the allegations contained in Paragraph 200 of the Complaint.

101. Bluemercury denies there was any discrimination or retaliation and denies the allegations contained in Paragraph 101 of the Complaint.

102. Bluemercury denies there was any disparate treatment against her and denies the allegations contained in Paragraph 102 of the Complaint.

103. Bluemercury denies there was any unlawful abuse and denies the allegations contained in Paragraph 103 of the Complaint.

104. Bluemercury denies the allegations contained in Paragraph 104 of the Complaint.

105. Bluemercury denies the allegations contained in Paragraph 105 of the Complaint.

106. Bluemercury denies the allegations contained in Paragraph 106 of the Complaint.

107. Bluemercury denies the allegations contained in Paragraph 107 of the Complaint.

108. Bluemercury admits the allegations contained in Paragraph 108 of the Complaint.

109. Bluemercury denies the allegations contained in Paragraph 109 of the Complaint.

110. Bluemercury denies the allegations contained in Paragraph 110 of the Complaint.

111. Bluemercury denies the allegations contained in Paragraph 111 of the Complaint.

112. Bluemercury denies the allegations contained in Paragraph 112 of the Complaint.

113. Bluemercury denies the allegations contained in Paragraph 113 of the Complaint.

114. Bluemercury denies the allegations contained in Paragraph 114 of the Complaint.

115. Bluemercury denies the allegations contained in Paragraph 115 of the Complaint.

116. Bluemercury denies the allegations contained in Paragraph 116 of the Complaint.

117. Bluemercury denies the allegations contained in Paragraph 117 of the Complaint.

118. Bluemercury denies the allegations contained in Paragraph 118 of the Complaint.

119. Bluemercury denies the allegations contained in Paragraph 119 of the Complaint.

120. Bluemercury denies the allegations contained in Paragraph 120 of the Complaint.

121. Bluemercury denies the allegations contained in Paragraph 121 of the Complaint.

122. Bluemercury denies the allegations contained in Paragraph 122 of the Complaint.

123. Bluemercury denies the allegations contained in Paragraph 123 of the Complaint.
124. Bluemercury denies the allegations contained in Paragraph 124 of the Complaint.
125. Bluemercury denies the allegations contained in Paragraph 125 of the Complaint.
126. Bluemercury admits the allegations contained in Paragraph 126 of the Complaint.
127. Bluemercury denies the allegations contained in Paragraph 127 of the Complaint.
128. Bluemercury admits the allegations contained in Paragraph 128 of the Complaint.
129. Bluemercury denies the allegations contained in Paragraph 129 of the Complaint.
130. Bluemercury denies the allegations contained in Paragraph 130 of the Complaint.
131. Bluemercury denies the allegations contained in Paragraph 131 of the Complaint.
132. Bluemercury denies the allegations contained in Paragraph 132 of the Complaint.
133. Bluemercury denies the allegations contained in Paragraph 133 of the Complaint.
134. Bluemercury denies the allegations contained in Paragraph 134 of the Complaint.
135. Bluemercury denies the allegations contained in Paragraph 135 of the Complaint.
136. Bluemercury denies the allegations contained in Paragraph 136 of the Complaint.
137. Bluemercury denies the allegations contained in Paragraph 137 of the Complaint.
138. Bluemercury denies the allegations contained in Paragraph 138 of the Complaint.
139. Bluemercury admits the allegations contained in Paragraph 139 of the Complaint.
140. Bluemercury denies the allegations contained in Paragraph 140 of the Complaint.
141. Bluemercury denies the allegations contained in Paragraph 141 of the Complaint.
142. Bluemercury denies the allegations contained in Paragraph 142 of the Complaint.
143. Bluemercury denies the allegations contained in Paragraph 143 of the Complaint.
144. Bluemercury denies the allegations contained in Paragraph 144 of the Complaint.
145. Bluemercury admits the allegations contained in Paragraph 145 of the Complaint.

146. Bluemercury admits the allegations contained in Paragraph 146 of the Complaint.
147. Bluemercury denies the allegations contained in Paragraph 147 of the Complaint.
148. Bluemercury denies the allegations contained in Paragraph 148 of the Complaint.
149. Bluemercury denies the allegations contained in Paragraph 149 of the Complaint.
150. Bluemercury denies the allegations contained in Paragraph 150 of the Complaint.
151. Bluemercury denies the allegations contained in Paragraph 151 of the Complaint.
152. Bluemercury denies the allegations contained in Paragraph 152 of the Complaint.
153. Bluemercury denies the allegations contained in Paragraph 153 of the Complaint.
154. Bluemercury denies the allegations contained in Paragraph 154 of the Complaint.
155. Bluemercury denies the allegations contained in Paragraph 155 of the Complaint.
156. Bluemercury denies the allegations contained in Paragraph 156 of the Complaint.
157. Bluemercury denies the allegations contained in Paragraph 157 of the Complaint.
158. Bluemercury admits the allegations contained in Paragraph 158 of the Complaint.
159. Bluemercury denies the allegations contained in Paragraph 159 of the Complaint.
160. Bluemercury denies the allegations contained in Paragraph 160 of the Complaint.
161. Bluemercury denies the allegations contained in Paragraph 161 of the Complaint.
162. Bluemercury denies the allegations contained in Paragraph 162 of the Complaint.
163. Bluemercury denies the allegations contained in Paragraph 163 of the Complaint.
164. Bluemercury denies the allegations contained in Paragraph 164 of the Complaint.
165. Bluemercury denies the allegations contained in Paragraph 165 of the Complaint.
166. Bluemercury denies the allegations contained in Paragraph 166 of the Complaint.
167. Bluemercury denies the allegations contained in Paragraph 167 of the Complaint.
168. Bluemercury denies the allegations contained in Paragraph 168 of the Complaint.

169. Bluemercury denies the allegations contained in Paragraph 169 of the Complaint.
170. Bluemercury denies the allegations contained in Paragraph 170 of the Complaint.
171. Bluemercury denies the allegations contained in Paragraph 171 of the Complaint.
172. Bluemercury denies the allegations contained in Paragraph 172 of the Complaint.
173. Bluemercury denies the allegations contained in Paragraph 173 of the Complaint.
174. Bluemercury denies the allegations contained in Paragraph 174 of the Complaint.
175. Bluemercury denies the allegations contained in Paragraph 175 of the Complaint.
176. Bluemercury denies the allegations contained in Paragraph 176 of the Complaint.
177. Bluemercury denies the allegations contained in Paragraph 177 of the Complaint.
178. Bluemercury denies the allegations contained in Paragraph 178 of the Complaint.
179. Bluemercury denies the allegations contained in Paragraph 179 of the Complaint.
180. Bluemercury admits the allegations contained in Paragraph 180 of the Complaint.
181. Bluemercury denies the allegations contained in Paragraph 181 of the Complaint.
182. Bluemercury admits the allegations contained in Paragraph 182 of the Complaint.
183. Bluemercury denies the allegations contained in Paragraph 183 of the Complaint.
184. Bluemercury denies the allegations contained in Paragraph 184 of the Complaint.
185. Bluemercury denies the allegations contained in Paragraph 185 of the Complaint.
186. Bluemercury denies the allegations contained in Paragraph 186 of the Complaint.
187. Bluemercury denies the allegations contained in Paragraph 187 of the Complaint.
188. Bluemercury denies the allegations contained in Paragraph 188 of the Complaint.
189. Bluemercury denies the allegations contained in Paragraph 189 of the Complaint.
190. Bluemercury denies the allegations contained in Paragraph 190 of the Complaint.
191. Bluemercury denies the allegations contained in Paragraph 191 of the Complaint.

192. Bluemercury denies the allegations contained in Paragraph 192 of the Complaint.

193. Bluemercury denies the allegations contained in Paragraph 193 of the Complaint.

194. Bluemercury denies the allegations contained in Paragraph 194 of the Complaint.

195. Bluemercury denies the allegations contained in Paragraph 195 of the Complaint.

196. Bluemercury denies the allegations contained in Paragraph 196 of the Complaint.

197. Bluemercury denies the allegations contained in Paragraph 197 of the Complaint.

198. Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 198 of the Complaint.

199. Bluemercury denies the allegations contained in Paragraph 199 of the Complaint.

200. Bluemercury denies the allegations contained in Paragraph 200 of the Complaint.

201. Bluemercury denies the allegations contained in Paragraph 201 of the Complaint.

202. Bluemercury denies the allegations contained in Paragraph 202 of the Complaint.

203. Bluemercury denies the allegations contained in Paragraph 203 of the Complaint.

204. Bluemercury denies the allegations contained in Paragraph 204 of the Complaint.

205. Bluemercury denies the allegations contained in Paragraph 205 of the Complaint.

206. Bluemercury denies the allegations contained in Paragraph 206 of the Complaint.

207. Bluemercury denies the allegations contained in Paragraph 207 of the Complaint.

208. Bluemercury denies the allegations contained in Paragraph 208 of the Complaint.

209. Bluemercury denies the allegations contained in Paragraph 209 of the Complaint.

210. Bluemercury denies the allegations contained in Paragraph 210 of the Complaint.

211. Bluemercury denies the allegations contained in Paragraph 211 of the Complaint.

212. Bluemercury denies the allegations contained in Paragraph 212 of the Complaint.

213. Bluemercury admits the allegations contained in Paragraph 213 of the Complaint.

214. Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 214 of the Complaint.

215. Bluemercury denies the allegations contained in Paragraph 215 of the Complaint.

216. Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 216 of the Complaint.

217. Bluemercury denies the allegations contained in Paragraph 217 of the Complaint.

218. Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 218 of the Complaint.

219. Bluemercury denies the allegations contained in Paragraph 219 of the Complaint.

220. Bluemercury denies the allegations contained in Paragraph 220 of the Complaint.

221. Bluemercury denies the allegations contained in Paragraph 221 of the Complaint.

222. Bluemercury denies the allegations contained in Paragraph 222 of the Complaint.

223. Bluemercury denies the allegations contained in Paragraph 223 of the Complaint.

224. Bluemercury denies the allegations contained in Paragraph 224 of the Complaint.

225. Bluemercury denies the allegations contained in Paragraph 225 of the Complaint.

226. Bluemercury denies the allegations contained in Paragraph 226 of the Complaint.

227. Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 227 of the Complaint.

228. Bluemercury denies the allegations contained in Paragraph 228 of the Complaint.

229. Bluemercury denies the allegations contained in Paragraph 229 of the Complaint.

230. Bluemercury denies the allegations contained in Paragraph 230 of the Complaint.

231. Bluemercury denies the allegations contained in Paragraph 231 of the Complaint.

232. Bluemercury denies the allegations contained in Paragraph 232 of the Complaint.

233. Bluemercury denies the allegations contained in Paragraph 233 of the Complaint.

234. Bluemercury denies the allegations contained in Paragraph 234 of the Complaint.

235. Bluemercury denies the allegations contained in Paragraph 235 of the Complaint.

236. Bluemercury denies the allegations contained in Paragraph 236 of the Complaint.

237. Bluemercury denies the allegations contained in Paragraph 237 of the Complaint.

238. Bluemercury denies the allegations contained in Paragraph 238 of the Complaint.

239. Bluemercury admits the allegations contained in Paragraph 239 of the Complaint.

240. Bluemercury admits the allegations contained in Paragraph 240 of the Complaint.

241. Bluemercury denies the allegations contained in Paragraph 241 of the Complaint.

242. Bluemercury denies the allegations contained in Paragraph 242 of the Complaint.

243. Bluemercury denies the allegations contained in Paragraph 243 of the Complaint.

244. Bluemercury denies the allegations contained in Paragraph 244 of the Complaint.

245. Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 245 of the Complaint.

246. Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 246 of the Complaint.

247. Bluemercury lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 247 of the Complaint.

248. Bluemercury denies the allegations contained in Paragraph 248 of the Complaint.

249. Bluemercury denies the allegations contained in Paragraph 249 of the Complaint.

250. Bluemercury denies the allegations contained in Paragraph 250 of the Complaint.

251. Bluemercury denies the allegations contained in Paragraph 251 of the Complaint.

252. Bluemercury denies the allegations contained in Paragraph 252 of the Complaint.

253. Bluemercury denies the allegations contained in Paragraph 253 of the Complaint.

254. Bluemercury denies the allegations contained in Paragraph 254 of the Complaint.

255. Bluemercury denies there was any abuse and denies the allegations contained in Paragraph 255 of the Complaint.

256. Bluemercury denies there was any abuse and denies the allegations contained in Paragraph 256 of the Complaint.

257. Bluemercury denies there was any abuse and denies the allegations contained in Paragraph 257 of the Complaint.

258. Bluemercury denies there was any abuse and denies the allegations contained in Paragraph 258 of the Complaint.

**AS FOR THE FIRST CAUSE OF ACTION
FOR RACE/ETHNICITY DISCRIMINATION AND HOSTILE WORK ENVIRONMENT
UNDER TITLE VII
(Against Defendant Companies)**

259. Bluemercury repeats its responses to the foregoing paragraphs as if set forth at length herein.

260. Bluemercury states that no response is required to Paragraph 260 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring claims under Title VII, Bluemercury denies that there was any violation of Title VII, denies that plaintiff is entitled to any relief, denies that there were any unlawful employment practices against her, and denies the allegations contained in Paragraph 260 of the Complaint.

261. Bluemercury states that no response is required to Paragraph 261 of the Complaint, as same sets forth conclusions of law and not allegations of fact. Bluemercury further states that no response is required to the allegations contained in Paragraph 261 of the

Complaint that are not directed towards it. To the extent a response is required, and except to admit that it is an employer within the meaning of Title VII, Bluemercury denies that “Defendant Companies” were plaintiff’s employer and denies the allegations contained in Paragraph 261 of the Complaint.

262. Bluemercury states that no response is required to Paragraph 262 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, and except to admit that plaintiff was only a Bluemercury “employee,” Bluemercury denies the allegations contained in Paragraph 262 of the Complaint to the extent that they imply or suggest that plaintiff was an employee of “Defendant Companies.”

263. Bluemercury states that no response is required to Paragraph 263 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury admits the allegations contained in Paragraph 263 of the Complaint.

264. Bluemercury states that no response is required to the allegations contained in Paragraph 264 of the Complaint that are not directed towards it. With respect to the allegations contained in Paragraph 264 that are directed towards it, Bluemercury admits those allegations.

265. Bluemercury states that no response is required to Paragraph 265 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there were any unlawful employment practice directed at plaintiff, denies there were any violations of Title VII with respect to plaintiff, and denies the allegations contained in Paragraph 265 of the Complaint.

266. Bluemercury states that no response is required to Paragraph 266 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a

response is required, Bluemercury denies there was any harassment or abuse of plaintiff and denies the allegations contained in Paragraph 266 of the Complaint.

267. Bluemercury states that no response is required to Paragraph 267 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any misconduct and denies the allegations contained in Paragraph 267 of the Complaint.

268. Bluemercury states that no response is required to Paragraph 268 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any intimidating, hostile, or abusive work environment and denies the allegations contained in Paragraph 268 of the Complaint.

269. Bluemercury states that no response is required to Paragraph 269 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any harassment, hostile work environment, or retaliation against plaintiff, denies there was any misconduct, and denies the allegations contained in Paragraph 269 of the Complaint.

270. Bluemercury states that no response is required to Paragraph 270 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any discrimination or harassment of or against plaintiff and denies the allegations contained in Paragraph 270 of the Complaint.

271. Bluemercury states that no response is required to Paragraph 271 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the “unlawful and willful conduct” alleged in the Complaint and denies the allegations contained in Paragraph 271 of the Complaint.

272. Bluemercury states that no response is required to Paragraph 272 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the “unlawful and willful conduct” alleged in the Complaint and denies the allegations contained in Paragraph 272 of the Complaint.

273. Bluemercury states that no response is required to Paragraph 273 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, and except to admit that plaintiff demands punitive damages in the Complaint, Bluemercury denies “the willful, reckless, outrageous, intentional and/or malicious” conduct alleged in the Complaint, denies that any conduct warrants punitive damages, denies that plaintiff is entitled to punitive damages, and denies the allegations contained in Paragraph 273 of the Complaint.

274. Bluemercury denies the allegations contained in Paragraph 274 of the Complaint.

275. Bluemercury denies the allegations contained in Paragraph 275 of the Complaint.

**AS FOR THE SECOND CAUSE OF ACTION
FOR RACE/ETHNICITY RETALIATION UNDER TITLE VII
(Against Defendant Companies)**

276. Bluemercury repeats its responses to the foregoing paragraphs as if set forth at length herein.

277. Bluemercury states that no response is required to Paragraph 277 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring claims under Title VII, Bluemercury denies that there was any violation of Title VII, denies that plaintiff is entitled to any relief, denies that there were any unlawful employment practices against her, and denies the allegations contained in Paragraph 277 of the Complaint.

278. Bluemercury states that no response is required to Paragraph 278 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any discrimination or harassment of or against plaintiff, denies there was any violation of Title VII, and denies the allegations contained in Paragraph 278 of the Complaint.

279. Bluemercury denies the allegations contained in Paragraph 279 of the Complaint.

280. Bluemercury states that no response is required to Paragraph 280 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any retaliation against plaintiff and denies the allegations contained in Paragraph 280 of the Complaint.

281. Bluemercury states that no response is required to Paragraph 281 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any harassment, hostile work environment, or retaliation against plaintiff, denies there was any misconduct, and denies the allegations contained in Paragraph 281 of the Complaint.

282. Bluemercury states that no response is required to Paragraph 282 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any discrimination or harassment of or against plaintiff and denies the allegations contained in Paragraph 282 of the Complaint.

283. Bluemercury states that no response is required to Paragraph 283 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, To the extent a response is required, Bluemercury denies the “unlawful and

willful conduct” alleged in the Complaint and denies the allegations contained in Paragraph 283 of the Complaint.

284. Bluemercury states that no response is required to Paragraph 284 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the “unlawful and willful conduct” alleged in the Complaint and denies the allegations contained in Paragraph 284 of the Complaint.

285. Bluemercury states that no response is required to Paragraph 285 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, and except to admit that plaintiff demands punitive damages in the Complaint, Bluemercury denies “the willful, reckless, outrageous, intentional and/or malicious” conduct alleged in the Complaint, denies that any conduct warrants punitive damages, denies that plaintiff is entitled to punitive damages, and denies the allegations contained in Paragraph 285 of the Complaint.

286. Bluemercury denies the allegations contained in Paragraph 286 of the Complaint.

287. Bluemercury denies the allegations contained in Paragraph 287 of the Complaint.

**AS FOR THE THIRD CAUSE OF ACTION
FOR NATIONAL ORIGIN DISCRIMINATION AND HOSTILE WORK
ENVIRONMENT UNDER TITLE VII
(Against Defendant Companies)**

288. Bluemercury repeats its responses to the foregoing paragraphs as if set forth at length herein.

289. Bluemercury states that no response is required to Paragraph 289 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring claims under Title VII, Bluemercury denies that there was any violation of Title VII, denies that plaintiff is entitled to any relief, denies that

there were any unlawful employment practices against her, and denies the allegations contained in Paragraph 289 of the Complaint.

290. Bluemercury states that no response is required to Paragraph 290 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there were any unlawful employment practice directed at plaintiff, denies there were any violations of Title VII with respect to plaintiff, and denies the allegations contained in Paragraph 290 of the Complaint.

291. Bluemercury states that no response is required to Paragraph 291 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any harassment or abuse of plaintiff and denies the allegations contained in Paragraph 291 of the Complaint.

292. Bluemercury states that no response is required to Paragraph 292 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any misconduct and denies the allegations contained in Paragraph 292 of the Complaint.

293. Bluemercury states that no response is required to Paragraph 293 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any intimidating, hostile, or abusive work environment and denies the allegations contained in Paragraph 293 of the Complaint.

294. Bluemercury states that no response is required to Paragraph 294 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any harassment, hostile work environment,

or retaliation against plaintiff, denies there was any misconduct, and denies the allegations contained in Paragraph 294 of the Complaint.

295. Bluemercury states that no response is required to Paragraph 295 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any discrimination or harassment of or against plaintiff and denies the allegations contained in Paragraph 295 of the Complaint.

296. Bluemercury states that no response is required to Paragraph 296 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the “unlawful and willful conduct” alleged in the Complaint and denies the allegations contained in Paragraph 296 of the Complaint.

297. Bluemercury states that no response is required to Paragraph 297 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the “unlawful and willful conduct” alleged in the Complaint and denies the allegations contained in Paragraph 297 of the Complaint.

298. Bluemercury states that no response is required to Paragraph 298 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, and except to admit that plaintiff demands punitive damages in the Complaint, Bluemercury denies “the willful, reckless, outrageous, intentional and/or malicious” conduct alleged in the Complaint, denies that any conduct warrants punitive damages, denies that plaintiff is entitled to punitive damages, and denies the allegations contained in Paragraph 298 of the Complaint.

299. Bluemercury denies the allegations contained in Paragraph 299 of the Complaint.

300. Bluemercury denies the allegations contained in Paragraph 300 of the Complaint.

**AS FOR THE FOURTH CAUSE OF ACTION
FOR NATIONAL ORIGIN RETALIATION UNDER TITLE VII
(Against Defendant Companies)**

301. Bluemercury repeats its responses to the foregoing paragraphs as if set forth at length herein.

302. Bluemercury states that no response is required to Paragraph 302 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring claims under Title VII, Bluemercury denies that there was any violation of Title VII, denies that plaintiff is entitled to any relief, denies that there were any unlawful employment practices against her, and denies the allegations contained in Paragraph 302 of the Complaint.

303. Bluemercury states that no response is required to Paragraph 303 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any discrimination or harassment of or against plaintiff, denies there was any violation of Title VII, and denies the allegations contained in Paragraph 303 of the Complaint.

304. Bluemercury denies the allegations contained in Paragraph 304 of the Complaint.

305. Bluemercury states that no response is required to Paragraph 305 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any retaliation against plaintiff and denies the allegations contained in Paragraph 305 of the Complaint.

306. Bluemercury states that no response is required to Paragraph 306 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any harassment, hostile work environment,

or retaliation against plaintiff, denies there was any misconduct, and denies the allegations contained in Paragraph 306 of the Complaint.

307. Bluemercury states that no response is required to Paragraph 307 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any discrimination or harassment of or against plaintiff and denies the allegations contained in Paragraph 307 of the Complaint.

308. Bluemercury states that no response is required to Paragraph 308 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the “unlawful and willful conduct” alleged in the Complaint and denies the allegations contained in Paragraph 308 of the Complaint.

309. Bluemercury states that no response is required to Paragraph 309 of the Complaint, as same sets forth conclusion of law and not allegations of fact. To the extent a response is required, Bluemercury denies the “unlawful and willful conduct” alleged in the Complaint and denies the allegations contained in Paragraph 309 of the Complaint.

310. Bluemercury states that no response is required to Paragraph 310 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, and except to admit that plaintiff demands punitive damages in the Complaint, Bluemercury denies “the willful, reckless, outrageous, intentional and/or malicious” conduct alleged in the Complaint, denies that any conduct warrants punitive damages, denies that plaintiff is entitled to punitive damages, and denies the allegations contained in Paragraph 310 of the Complaint.

311. Bluemercury denies the allegations contained in Paragraph 311 of the Complaint.

312. Bluemercury denies the allegations contained in Paragraph 312 of the Complaint.

**AS FOR THE FIFTH CAUSE OF ACTION
FOR SEX AND GENDER DISCRIMINATION AND HOSTILE WORK
ENVIRONMENT UNDER TITLE VII
(Against Defendant Companies)**

313. Bluemercury repeats its responses to the foregoing paragraphs as if set forth at length herein.

314. Bluemercury states that no response is required to Paragraph 314 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring claims under Title VII, Bluemercury denies that there was any violation of Title VII, denies that plaintiff is entitled to any relief, denies that there were any unlawful employment practices against her, and denies the allegations contained in Paragraph 314 of the Complaint.

315. Bluemercury states that no response is required to Paragraph 315 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there were any unlawful employment practice directed at plaintiff, denies there were any violations of Title VII with respect to plaintiff, and denies the allegations contained in Paragraph 315 of the Complaint.

316. Bluemercury states that no response is required to Paragraph 316 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any harassment or abuse of plaintiff and denies the allegations contained in Paragraph 316 of the Complaint.

317. Bluemercury states that no response is required to Paragraph 317 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any misconduct and denies the allegations contained in Paragraph 317 of the Complaint.

318. Bluemercury states that no response is required to Paragraph 318 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any intimidating, hostile, or abusive work environment and denies the allegations contained in Paragraph 318 of the Complaint.

319. Bluemercury states that no response is required to Paragraph 319 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any harassment, hostile work environment, or retaliation against plaintiff, denies there was any misconduct, and denies the allegations contained in Paragraph 319 of the Complaint.

320. Bluemercury states that no response is required to Paragraph 320 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any discrimination or harassment of or against plaintiff and denies the allegations contained in Paragraph 320 of the Complaint.

321. Bluemercury states that no response is required to Paragraph 321 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the “unlawful and willful conduct” alleged in the Complaint and denies the allegations contained in Paragraph 321 of the Complaint.

322. Bluemercury states that no response is required to Paragraph 322 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the “unlawful and willful conduct” alleged in the Complaint and denies the allegations contained in Paragraph 322 of the Complaint.

323. Bluemercury states that no response is required to Paragraph 323 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a

response is required, and except to admit that plaintiff demands punitive damages in the Complaint, Bluemercury denies “the willful, reckless, outrageous, intentional and/or malicious” conduct alleged in the Complaint, denies that any conduct warrants punitive damages, denies that plaintiff is entitled to punitive damages, and denies the allegations contained in Paragraph 323 of the Complaint.

324. Bluemercury denies the allegations contained in Paragraph 324 of the Complaint.

325. Bluemercury denies the allegations contained in Paragraph 325 of the Complaint.

**AS FOR THE SIXTH CAUSE OF ACTION
FOR SEX AND GENDER RETALIATION UNDER TITLE VII**

326. Bluemercury repeats its responses to the foregoing paragraphs as if set forth at length herein.

327. Bluemercury states that no response is required to Paragraph 327 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring claims under Title VII, Bluemercury denies that there was any violation of Title VII, denies that plaintiff is entitled to any relief, denies that there were any unlawful employment practices against her, and denies the allegations contained in Paragraph 327 of the Complaint.

328. Bluemercury states that no response is required to Paragraph 328 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any discrimination or harassment of or against plaintiff, denies there was any violation of Title VII, and denies the allegations contained in Paragraph 328 of the Complaint.

329. Bluemercury denies the allegations contained in Paragraph 329 of the Complaint.

330. Bluemercury states that no response is required to Paragraph 330 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any retaliation against plaintiff and denies the allegations contained in Paragraph 330 of the Complaint.

331. Bluemercury states that no response is required to Paragraph 331 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any harassment, hostile work environment, or retaliation against plaintiff, denies there was any misconduct, and denies the allegations contained in Paragraph 331 of the Complaint.

332. Bluemercury states that no response is required to Paragraph 332 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any discrimination or harassment of or against plaintiff and denies the allegations contained in Paragraph 332 of the Complaint.

333. Bluemercury states that no response is required to Paragraph 333 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the “unlawful and willful conduct” alleged in the Complaint and denies the allegations contained in Paragraph 333 of the Complaint.

334. Bluemercury states that no response is required to Paragraph 334 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the “unlawful and willful conduct” alleged in the Complaint and denies the allegations contained in Paragraph 334 of the Complaint.

335. Bluemercury states that no response is required to Paragraph 335 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a

response is required, and except to admit that plaintiff demands punitive damages in the Complaint, Bluemercury denies “the willful, reckless, outrageous, intentional and/or malicious” conduct alleged in the Complaint, denies that any conduct warrants punitive damages, denies that plaintiff is entitled to punitive damages, and denies the allegations contained in Paragraph 335 of the Complaint.

336. Bluemercury denies the allegations contained in Paragraph 336 of the Complaint.

337. Bluemercury denies the allegations contained in Paragraph 337 of the Complaint.

**AS FOR THE SEVENTH CAUSE OF ACTION
FOR RACE/ETHNICITY DISCRIMINATION
AND HOSTILE WORK ENVIRONMENT UNDER SECTION 1981**

338. Bluemercury repeats its responses to the foregoing paragraphs as if set forth at length herein.

339. Bluemercury states that no response is required to Paragraph 339 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring claims under Section 1981, Bluemercury denies that there was any violation of Section 1981 and denies the allegations contained in Paragraph 339 of the Complaint.

340. Bluemercury states that no response is required to Paragraph 340 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, Bluemercury respectfully refers the Court to Section 1981 for its complete and accurate contents.

341. Bluemercury states that no response is required to Paragraph 341 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, Bluemercury respectfully refers the Court to Section 1981 for its complete and accurate contents.

342. Bluemercury states that no response is required to Paragraph 342 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any discrimination, harassment, or misconduct as to plaintiff and denies the allegations contained in Paragraph 342 of the Complaint.

343. Bluemercury states that no response is required to Paragraph 343 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the allegations contained in Paragraph 343 of the Complaint.

344. Bluemercury states that no response is required to Paragraph 344 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the allegations contained in Paragraph 344 of the Complaint.

345. Bluemercury states that no response is required to Paragraph 345 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any discrimination or harassment of or against plaintiff and denies the allegations contained in Paragraph 345 of the Complaint.

346. Bluemercury states that no response is required to Paragraph 346 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the “unlawful and willful conduct” alleged in the Complaint and denies the allegations contained in Paragraph 346 of the Complaint.

347. Bluemercury states that no response is required to Paragraph 347 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a

response is required, Bluemercury denies the “unlawful and willful conduct” alleged in the Complaint and denies the allegations contained in Paragraph 347 of the Complaint.

348. Bluemercury states that no response is required to Paragraph 348 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, and except to admit that plaintiff demands punitive damages in the Complaint, Bluemercury denies “the willful, reckless, outrageous, intentional and/or malicious” conduct alleged in the Complaint, denies that any conduct warrants punitive damages, denies that plaintiff is entitled to punitive damages, and denies the allegations contained in Paragraph 348 of the Complaint.

**AS FOR THE EIGHTH CAUSE OF ACTION
FOR RACE/ETHNICITY RETALIATION UNDER SECTION 1981**

349. Bluemercury repeats its responses to the foregoing paragraphs as if set forth at length herein.

350. Bluemercury states that no response is required to Paragraph 350 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring claims under Section 1981, Bluemercury denies that there was any violation of Section 1981 and denies the allegations contained in Paragraph 350 of the Complaint.

351. Bluemercury states that no response is required to Paragraph 351 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, Bluemercury respectfully refers the Court to Section 1981 for its complete and accurate contents.

352. Bluemercury states that no response is required to Paragraph 352 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, Bluemercury respectfully refers the Court to Section 1981 for its complete and accurate contents.

353. Bluemercury states that no response is required to Paragraph 353 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the allegations contained in Paragraph 353 of the Complaint.

354. Bluemercury denies the allegations contained in Paragraph 354 of the Complaint.

355. Bluemercury states that no response is required to Paragraph 355 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any retaliation of plaintiff and denies the allegations contained in Paragraph 355 of the Complaint.

356. Bluemercury states that no response is required to Paragraph 356 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any retaliation of plaintiff and denies the allegations contained in Paragraph 356 of the Complaint.

357. Bluemercury states that no response is required to Paragraph 357 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies here was any retaliation of plaintiff and denies the allegations contained in Paragraph 357 of the Complaint.

358. Bluemercury states that no response is required to Paragraph 358 of the Complaint, as same sets forth conclusion of law and not allegations of fact. To the extent a response is required, Bluemercury denies the “unlawful and willful conduct” alleged in the Complaint and denies the allegations contained in Paragraph 358 of the Complaint.

359. Bluemercury states that no response is required to Paragraph 359 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a

response is required, Bluemercury denies the “unlawful and willful conduct” alleged in the Complaint and denies the allegations contained in Paragraph 359 of the Complaint.

360. Bluemercury states that no response is required to Paragraph 360 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, and except to admit that plaintiff demands punitive damages in the Complaint, Bluemercury denies “the willful, reckless, outrageous, intentional and/or malicious” conduct alleged in the Complaint, denies that any conduct warrants punitive damages, denies that plaintiff is entitled to punitive damages, and denies the allegations contained in Paragraph 360 of the Complaint.

**AS FOR THE NINTH CAUSE OF ACTION
FOR RACE/ETHNICITY DISCRIMINATION
AND HOSTILE WORK ENVIRONMENT UNDER THE NYSHRL**

361. Bluemercury repeats its responses to the foregoing paragraphs as if set forth at length herein.

362. Bluemercury states that no response is required to Paragraph 362 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring claims under the NYSHRL, Bluemercury denies that there was any violation of the NYSHRL and denies the allegations contained in Paragraph 362 of the Complaint.

363. Bluemercury states that no response is required to Paragraph 363 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, and except to admit that it is an employer within the meaning of the NYSHRL, Bluemercury denies that “Defendant Companies” were plaintiff’s employer and denies the allegations contained in Paragraph 363 of the Complaint.

364. Bluemercury states that no response is required to Paragraph 364 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the allegations contained in Paragraph 364 of the Complaint.

365. Bluemercury states that no response is required to Paragraph 365 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the allegations contained in Paragraph 365 of the Complaint.

366. Bluemercury states that no response is required to Paragraph 366 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the allegations contained in Paragraph 366 of the Complaint.

367. Bluemercury states that no response is required to Paragraph 367 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, and except to admit that plaintiff was only a Bluemercury “employee,” Bluemercury denies the allegations contained in Paragraph 367 of the Complaint to the extent that they imply or suggest that plaintiff was an employee of “Defendant Companies.”

368. Bluemercury states that no response is required to Paragraph 368 of the Complaint, as same sets forth conclusion of law and not allegations of fact. To the extent a response is required, and except to admit that plaintiff was only a Bluemercury “employee,” Bluemercury denies the allegations contained in Paragraph 368 of the Complaint to the extent that they imply or suggest that plaintiff was an employee of “Defendant Companies.”

369. Bluemercury states that no response is required to Paragraph 369 of the Complaint, as same sets forth conclusion of law and not allegations of fact. To the extent a response is required, Bluemercury admits the allegations contained in Paragraph 369 of the Complaint.

370. Bluemercury states that no response is required to Paragraph 370 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there were any unlawful employment practice directed at plaintiff, denies there were any violations of the NYSHRL with respect to plaintiff, and denies the allegations contained in Paragraph 370 of the Complaint.

371. Bluemercury states that no response is required to Paragraph 371 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there were any discrimination or misconduct directed at plaintiff and denies the allegations contained in Paragraph 371 of the Complaint.

372. Bluemercury states that no response is required to Paragraph 372 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the discriminatory conduct alleged in the Complaint, denies there were any violations of the NYSHRL with respect to plaintiff, and denies the allegations contained in Paragraph 372 of the Complaint.

373. Bluemercury states that no response is required to Paragraph 373 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any unlawful conduct directed at plaintiff, denies that it (or any defendant) is liable to plaintiff, and denies the allegations contained in Paragraph 373 of the Complaint.

374. Bluemercury states that no response is required to Paragraph 374 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to make a claim under the NYSHRL, Bluemercury denies that there was any violation of the NYSHRL and denies the allegations contained in Paragraph 374 of the Complaint.

375. Bluemercury denies the allegations contained in Paragraph 375 of the Complaint.

376. Bluemercury denies the allegations contained in Paragraph 376 of the Complaint.

**AS FOR THE TENTH CAUSE OF ACTION
FOR RACE/ETHNICITY RETALIATION UNDER THE NYSHRL**

377. Bluemercury repeats its responses to the foregoing paragraphs as if set forth at length herein.

378. Bluemercury states that no response is required to Paragraph 378 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring claims under the NYSHRL, Bluemercury denies that there was any violation of the NYSHRL and denies the allegations contained in Paragraph 378 of the Complaint.

379. Bluemercury states that no response is required to Paragraph 379 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the allegations contained in Paragraph 379 of the Complaint.

380. Bluemercury denies the allegations contained in Paragraph 380 of the Complaint.

381. Bluemercury states that no response is required to Paragraph 381 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a

response is required, Bluemercury denies there was any retaliation against plaintiff and denies the allegations contained in Paragraph 381 of the Complaint.

382. Bluemercury states that no response is required to Paragraph 382 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any retaliation against plaintiff and denies the allegations contained in Paragraph 382 of the Complaint.

383. Bluemercury states that no response is required to Paragraph 383 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any unlawful conduct directed at plaintiff, denies that it (or any defendant) is liable to plaintiff, and denies the allegations contained in Paragraph 383 of the Complaint.

384. Bluemercury states that no response is required to Paragraph 384 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to make a claim under the NYSHRL, Bluemercury denies that there was any violation of the NYSHRL and denies the allegations contained in Paragraph 384 of the Complaint.

385. Bluemercury denies the allegations contained in Paragraph 385 of the Complaint.

386. Bluemercury denies the allegations contained in Paragraph 386 of the Complaint.

**AS FOR THE ELEVENTH CAUSE OF ACTION
FOR NATIONAL DISCRIMINATION AND HOSTILE WORK
ENVIRONMENT UNDER THE NYSHRL**

387. Bluemercury repeats its responses to the foregoing paragraphs as if set forth at length herein.

388. Bluemercury states that no response is required to Paragraph 388 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring claims under the NYSHRL, Bluemercury denies that there was any violation of the NYSHRL and denies the allegations contained in Paragraph 388 of the Complaint.

389. Bluemercury states that no response is required to Paragraph 389 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there were any unlawful employment practice directed at plaintiff, denies there were any violations of the NYSHRL with respect to plaintiff, and denies the allegations contained in Paragraph 389 of the Complaint.

390. Bluemercury states that no response is required to Paragraph 390 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there were any discrimination or misconduct directed at plaintiff and denies the allegations contained in Paragraph 390 of the Complaint.

391. Bluemercury states that no response is required to Paragraph 391 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the discriminatory conduct alleged in the Complaint, denies there were any violations of the NYSHRL with respect to plaintiff, and denies the allegations contained in Paragraph 392 of the Complaint.

392. Bluemercury states that no response is required to Paragraph 393 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any unlawful conduct directed at plaintiff,

denies that it (or any defendant) is liable to plaintiff, and denies the allegations contained in Paragraph 392 of the Complaint.

393. Bluemercury states that no response is required to Paragraph 393 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to make a claim under the NYSHRL, Bluemercury denies that there was any violation of the NYSHRL and denies the allegations contained in Paragraph 393 of the Complaint.

394. Bluemercury denies the allegations contained in Paragraph 394 of the Complaint.

395. Bluemercury denies the allegations contained in Paragraph 395 of the Complaint.

**AS FOR THE TWELFTH CAUSE OF ACTION
FOR NATIONAL ORIGIN RETALIATION UNDER THE NYSHRL**

396. Bluemercury repeats its responses to the foregoing paragraphs as if set forth at length herein.

397. Bluemercury states that no response is required to Paragraph 397 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring claims under the NYSHRL, Bluemercury denies that there was any violation of the NYSHRL and denies the allegations contained in Paragraph 397 of the Complaint.

398. Bluemercury states that no response is required to Paragraph 398 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the allegations contained in Paragraph 398 of the Complaint.

399. Bluemercury denies the allegations contained in Paragraph 399 of the Complaint.

400. Bluemercury states that no response is required to Paragraph 400 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any retaliation against plaintiff and denies the allegations contained in Paragraph 400 of the Complaint.

401. Bluemercury states that no response is required to Paragraph 401 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any retaliation against plaintiff and denies the allegations contained in Paragraph 401 of the Complaint.

402. Bluemercury states that no response is required to Paragraph 402 of the Complaint, as same sets forth conclusion of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any unlawful conduct directed at plaintiff, denies that it (or any defendant) is liable to plaintiff, and denies the allegations contained in Paragraph 402 of the Complaint.

403. Bluemercury states that no response is required to Paragraph 403 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to make a claim under the NYSHRL, Bluemercury denies that there was any violation of the NYSHRL and denies the allegations contained in Paragraph 403 of the Complaint.

404. Bluemercury denies the allegations contained in Paragraph 404 of the Complaint.

405. Bluemercury denies the allegations contained in Paragraph 405 of the Complaint.

**AS FOR THE THIRTEENTH CAUSE OF ACTION
FOR SEX AND GENDER DISCRIMINATION AND HOSTILE WORK
ENVIRONMENT UNDER THE NYSHRL**

406. Bluemercury repeats its responses to the foregoing paragraphs as if set forth at length herein.

407. Bluemercury states that no response is required to Paragraph 407 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring claims under the NYSHRL, Bluemercury denies that there was any violation of the NYSHRL and denies the allegations contained in Paragraph 407 of the Complaint.

408. Bluemercury states that no response is required to Paragraph 408 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there were any unlawful employment practice directed at plaintiff, denies there were any violations of the NYSHRL with respect to plaintiff, and denies the allegations contained in Paragraph 408 of the Complaint.

409. Bluemercury states that no response is required to Paragraph 409 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there were any discrimination or misconduct directed at plaintiff and denies the allegations contained in Paragraph 409 of the Complaint.

410. Bluemercury states that no response is required to Paragraph 410 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the discriminatory conduct alleged in the Complaint, denies there were any violations of the NYSHRL with respect to plaintiff, and denies the allegations contained in Paragraph 410 of the Complaint.

411. Bluemercury states that no response is required to Paragraph 411 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any unlawful conduct directed at plaintiff, denies that it (or any defendant) is liable to plaintiff, and denies the allegations contained in Paragraph 411 of the Complaint.

412. Bluemercury states that no response is required to Paragraph 412 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to make a claim under the NYSHRL, Bluemercury denies that there was any violation of the NYSHRL and denies the allegations contained in Paragraph 412 of the Complaint.

413. Bluemercury denies the allegations contained in Paragraph 413 of the Complaint.

414. Bluemercury denies the allegations contained in Paragraph 414 of the Complaint.

**AS FOR THE FOURTEENTH CAUSE OF ACTION
FOR SEX AND GENDER RETALIATION UNDER THE NYSHRL**

415. Bluemercury repeats its responses to the foregoing paragraphs as if set forth at length herein.

416. Bluemercury states that no response is required to Paragraph 416 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring claims under the NYSHRL, Bluemercury denies that there was any violation of the NYSHRL and denies the allegations contained in Paragraph 416 of the Complaint.

417. Bluemercury states that no response is required to Paragraph 417 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a

response is required, Bluemercury denies the allegations contained in Paragraph 417 of the Complaint.

418. Bluemercury denies the allegations contained in Paragraph 418 of the Complaint.

419. Bluemercury states that no response is required to Paragraph 419 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any retaliation against plaintiff and denies the allegations contained in Paragraph 419 of the Complaint.

420. Bluemercury states that no response is required to Paragraph 420 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any retaliation against plaintiff and denies the allegations contained in Paragraph 420 of the Complaint.

421. Bluemercury states that no response is required to Paragraph 421 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any unlawful conduct directed at plaintiff, denies that it (or any defendant) is liable to plaintiff, and denies the allegations contained in Paragraph 421 of the Complaint.

422. Bluemercury states that no response is required to Paragraph 422 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to make a claim under the NYSHRL, Bluemercury denies that there was any violation of the NYSHRL and denies the allegations contained in Paragraph 422 of the Complaint.

423. Bluemercury denies the allegations contained in Paragraph 423 of the Complaint.

424. Bluemercury denies the allegations contained in Paragraph 424 of the Complaint.

**AS FOR THE FIFTEENTH CAUSE OF ACTION
FOR RACE/ETHNICITY DISCRIMINATION
AND HOSTILE WORK ENVIRONMENT UNDER THE NYCHRL**

425. Bluemercury repeats its responses to the foregoing paragraphs as if set forth at length herein.

426. Bluemercury states that no response is required to Paragraph 426 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring claims under the NYCHRL, Bluemercury denies that there was any violation of the NYCHRL and denies the allegations contained in Paragraph 426 of the Complaint.

427. Bluemercury states that it cannot respond to Paragraph 427 of the Complaint because it is not clear to which “Defendant Company” this paragraph refers. To the extent a response is required, and except to admit that it is an employer within the meaning of the NYCHRL, Bluemercury denies that “Defendant Companies” were plaintiff’s employer and denies the allegations contained in Paragraph 427 of the Complaint.

428. Bluemercury states that no response is required to Paragraph 428 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the allegations contained in Paragraph 428 of the Complaint.

429. Bluemercury states that no response is required to Paragraph 429 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the allegations contained in Paragraph 429 of the Complaint.

430. Bluemercury states that no response is required to Paragraph 430 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the allegations contained in Paragraph 430 of the Complaint.

431. Bluemercury states that no response is required to Paragraph 431 of the Complaint, as same sets forth conclusion of law and not allegations of fact. To the extent a response is required, Bluemercury admits the allegations contained in Paragraph 431 of the Complaint.

432. Bluemercury states that no response is required to Paragraph 432 of the Complaint, as same sets forth conclusion of law and not allegations of fact. To the extent a response is required, and except to admit that plaintiff was only a Bluemercury “employee,” Bluemercury denies the allegations contained in Paragraph 432 of the Complaint to the extent that they imply or suggest that plaintiff was an employee of “Defendant Companies.”

433. Bluemercury states that no response is required to Paragraph 433 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies plaintiff was subjected to any discrimination, harassment, or misconduct and denies the allegations contained in Paragraph 433 of the Complaint.

434. Bluemercury states that no response is required to Paragraph 434 of the Complaint, as same sets forth conclusion of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any unlawful conduct directed to plaintiff, denies there was any violation of the NYCHRL, and denies the allegations contained in Paragraph 434 of the Complaint.

435. Bluemercury states that no response is required to Paragraph 435 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the misconduct alleged in the Complaint and denies the allegations contained in Paragraph 435 of the Complaint.

436. Bluemercury states that no response is required to Paragraph 436 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any unlawful conduct directed at plaintiff, denies that it (or any defendant) is liable to plaintiff, and denies the allegations contained in Paragraph 436 of the Complaint.

437. Bluemercury states that no response is required to Paragraph 437 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any “unlawful and willful conduct” and denies the allegations contained in Paragraph 437 of the Complaint.

438. Bluemercury states that no response is required to Paragraph 438 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any “unlawful and willful conduct” and denies the allegations contained in Paragraph 438 of the Complaint.

439. Bluemercury denies the allegations contained in Paragraph 439 of the Complaint.

**AS FOR THE SIXTEENTH CAUSE OF ACTION
FOR RACE/ETHNICITY RETALIATION UNDER THE NYCHRL**

440. Bluemercury repeats its responses to the foregoing paragraphs as if set forth at length herein.

441. Bluemercury states that no response is required to Paragraph 441 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required,

and except to admit that plaintiff purports to bring claims under the NYCHRL, Bluemercury denies that there was any violation of the NYCHRL and denies the allegations contained in Paragraph 441 of the Complaint.

442. Bluemercury denies the allegations contained in Paragraph 442 of the Complaint.

443. Bluemercury states that no response is required to Paragraph 443 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any retaliation against plaintiff and denies the allegations contained in Paragraph 443 of the Complaint.

444. Bluemercury states that no response is required to Paragraph 444 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any retaliation against plaintiff and denies the allegations contained in Paragraph 444 of the Complaint.

445. Bluemercury states that no response is required to Paragraph 445 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any unlawful conduct directed at plaintiff, denies there was any violation of the NYCHRL, and denies the allegations contained in Paragraph 445 of the Complaint.

446. Bluemercury states that no response is required to Paragraph 446 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the misconduct alleged in the Complaint and denies the allegations contained in Paragraph 446 of the Complaint.

447. Bluemercury states that no response is required to Paragraph 447 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a

response is required, Bluemercury denies there was any unlawful conduct directed at plaintiff, denies that it (or any defendant) is liable to plaintiff, and denies the allegations contained in Paragraph 447 of the Complaint.

448. Bluemercury states that no response is required to Paragraph 448 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any “unlawful and willful conduct” and denies the allegations contained in Paragraph 448 of the Complaint.

449. Bluemercury states that no response is required to Paragraph 449 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any “unlawful and willful conduct” and denies the allegations contained in Paragraph 449 of the Complaint.

450. Bluemercury denies the allegations contained in Paragraph 450 of the Complaint.

**AS FOR THE SEVENTEENTH CAUSE OF ACTION
FOR NATIONAL ORIGIN DISCRIMINATION AND HOSTILE WORK
ENVIRONMENT UNDER THE NYCHRL**

451. Bluemercury repeats its responses to the foregoing paragraphs as if set forth at length herein.

452. Bluemercury states that no response is required to Paragraph 452 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring claims under the NYCHRL, Bluemercury denies that there was any violation of the NYCHRL and denies the allegations contained in Paragraph 452 of the Complaint.

453. Bluemercury states that no response is required to Paragraph 453 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a

response is required, Bluemercury denies plaintiff was subjected to any discrimination, harassment, or misconduct and denies the allegations contained in Paragraph 453 of the Complaint.

454. Bluemercury states that no response is required to Paragraph 454 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any unlawful conduct directed at plaintiff, denies there was any violation of the NYCHRL, and denies the allegations contained in Paragraph 454 of the Complaint.

455. Bluemercury states that no response is required to Paragraph 455 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the misconduct alleged in the Complaint and denies the allegations contained in Paragraph 455 of the Complaint.

456. Bluemercury states that no response is required to Paragraph 456 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any unlawful conduct directed at plaintiff, denies that it (or any defendant) is liable to plaintiff, and denies the allegations contained in Paragraph 456 of the Complaint.

457. Bluemercury states that no response is required to Paragraph 457 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any “unlawful and willful conduct” and denies the allegations contained in Paragraph 457 of the Complaint.

458. Bluemercury states that no response is required to Paragraph 458 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a

response is required, Bluemercury denies there was any “unlawful and willful conduct” and denies the allegations contained in Paragraph 458 of the Complaint.

459. Bluemercury denies the allegations contained in Paragraph 459 of the Complaint.

**AS FOR THE EIGHTEENTH CAUSE OF ACTION
FOR NATIONAL ORIGIN RETALIATION UNDER THE NYCHRL**

460. Bluemercury repeats its responses to the foregoing paragraphs as if set forth at length herein.

461. Bluemercury states that no response is required to Paragraph 461 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring claims under the NYCHRL, Bluemercury denies that there was any violation of the NYCHRL and denies the allegations contained in Paragraph 461 of the Complaint.

462. Bluemercury denies the allegations contained in Paragraph 462 of the Complaint.

463. Bluemercury states that no response is required to Paragraph 463 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any retaliation against plaintiff and denies the allegations contained in Paragraph 463 of the Complaint.

464. Bluemercury states that no response is required to Paragraph 464 of the Complaint, as same sets forth conclusion of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any retaliation against plaintiff and denies the allegations contained in Paragraph 464 of the Complaint.

465. Bluemercury states that no response is required to Paragraph 465 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a

response is required, Bluemercury denies there was any retaliation against plaintiff, denies there was any violation of the NYCHRL, and denies the allegations contained in Paragraph 465 of the Complaint.

466. Bluemercury states that no response is required to Paragraph 466 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the misconduct alleged in the Complaint and denies the allegations contained in Paragraph 466 of the Complaint.

467. Bluemercury states that no response is required to Paragraph 467 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any unlawful conduct directed at plaintiff, denies that it (or any defendant) is liable to plaintiff, and denies the allegations contained in Paragraph 467 of the Complaint.

468. Bluemercury states that no response is required to Paragraph 468 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any “unlawful and willful conduct” and denies the allegations contained in Paragraph 468 of the Complaint.

469. Bluemercury states that no response is required to Paragraph 469 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any “unlawful and willful conduct” and denies the allegations contained in Paragraph 469 of the Complaint.

470. Bluemercury denies the allegations contained in Paragraph 470 of the Complaint.

**AS FOR THE NINETEENTH CAUSE OF ACTION
FOR SEX AND GENDER DISCRIMINATION AND HOSTILE WORK
ENVIRONMENT UNDER THE NYCHRL**

471. Bluemercury repeats its responses to the foregoing paragraphs as if set forth at length herein.

472. Bluemercury states that no response is required to Paragraph 472 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring claims under the NYCHRL, Bluemercury denies that there was any violation of the NYCHRL and denies the allegations contained in Paragraph 472 of the Complaint.

473. Bluemercury states that no response is required to Paragraph 473 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies plaintiff was subjected to any discrimination, harassment, or misconduct and denies the allegations contained in Paragraph 473 of the Complaint.

474. Bluemercury states that no response is required to Paragraph 474 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any unlawful conduct directed at plaintiff, denies there was any violation of the NYCHRL, and denies the allegations contained in Paragraph 474 of the Complaint.

475. Bluemercury states that no response is required to Paragraph 475 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the misconduct alleged in the Complaint and denies the allegations contained in Paragraph 475 of the Complaint.

476. Bluemercury states that no response is required to Paragraph 476 of the Complaint, as same sets forth conclusion of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any unlawful conduct directed at plaintiff, denies that it (or any defendant) is liable to plaintiff, denies there was any violation of the NYCHRL, and denies the allegations contained in Paragraph 476 of the Complaint.

477. Bluemercury states that no response is required to Paragraph 477 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any “unlawful and willful conduct” and denies the allegations contained in Paragraph 477 of the Complaint.

478. Bluemercury states that no response is required to Paragraph 478 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any “unlawful and willful conduct” and denies the allegations contained in Paragraph 478 of the Complaint.

479. Bluemercury denies the allegations contained in Paragraph 479 of the Complaint.

**AS FOR THE TWENTIETH CAUSE OF ACTION
FOR SEX AND GENDER RETALIATION UNDER THE NYCHRL**

480. Bluemercury repeats its responses to the foregoing paragraphs as if set forth at length herein.

481. Bluemercury states that no response is required to Paragraph 481 of the Complaint, as same does not set forth allegations of fact. To the extent a response is required, and except to admit that plaintiff purports to bring claims under the NYCHRL, Bluemercury denies that there was any violation of the NYCHRL and denies the allegations contained in Paragraph 481 of the Complaint.

482. Bluemercury denies the allegations contained in Paragraph 482 of the Complaint.

483. Bluemercury states that no response is required to Paragraph 483 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any retaliation against plaintiff and denies the allegations contained in Paragraph 483 of the Complaint.

484. Bluemercury states that no response is required to Paragraph 484 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any retaliation against plaintiff and denies the allegations contained in Paragraph 484 of the Complaint.

485. Bluemercury states that no response is required to Paragraph 485 of the Complaint, as same sets forth conclusion of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any unlawful conduct directed at plaintiff, denies there was any violation of the NYCHRL, and denies the allegations contained in Paragraph 485 of the Complaint.

486. Bluemercury states that no response is required to Paragraph 486 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies the misconduct alleged in the Complaint and denies the allegations contained in Paragraph 486 of the Complaint.

487. Bluemercury states that no response is required to Paragraph 487 of the Complaint, as same sets forth conclusion of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any unlawful conduct directed at plaintiff, denies that it (or any defendant) is liable to plaintiff, denies there was any violation of the NYCHRL, and denies the allegations contained in Paragraph 487 of the Complaint.

488. Bluemercury states that no response is required to Paragraph 488 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any “unlawful and willful conduct” and denies the allegations contained in Paragraph 488 of the Complaint.

489. Bluemercury states that no response is required to Paragraph 489 of the Complaint, as same sets forth conclusions of law and not allegations of fact. To the extent a response is required, Bluemercury denies there was any “unlawful and willful conduct” and denies the allegations contained in Paragraph 489 of the Complaint.

490. Bluemercury denies the allegations contained in Paragraph 490 of the Complaint.

FIRST SEPARATE DEFENSE

Plaintiff’s Complaint fails to state a claim upon which relief may be granted.

SECOND SEPARATE DEFENSE

Plaintiff’s alleged damages, if any, were attributable in whole or in part to her own conduct and not to the actions or inactions of Bluemercury, or its employees, agents or representatives.

THIRD SEPARATE DEFENSE

Plaintiff has failed to avoid or mitigate her damages, if any.

FOURTH SEPARATE DEFENSE

At all relevant times, Bluemercury and its employees, agents and/or representatives, complied with all laws regarding Plaintiff’s employment.

FIFTH SEPARATE DEFENSE

Plaintiff would be unjustly enriched by any recovery.

SIXTH SEPARATE DEFENSE

Plaintiff's claims are barred by the doctrines of waiver, laches, unclean hands, and estoppel.

SEVENTH SEPARATE DEFENSE

All actions taken by Bluemercury with respect to Plaintiff's employment at Bluemercury were for legitimate, nondiscriminatory, non-retaliatory business reasons.

EIGHTH SEPARATE DEFENSE

Plaintiff has failed to state sufficient facts to warrant an award of punitive damages.

NINTH SEPARATE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the applicable statute of limitations.

TENTH SEPAPATE DEFENSE

Bluemercury exercised (and exercise) reasonable care to prevent and correct promptly any harassing conduct towards its employees, including Plaintiff, and Plaintiff unreasonably failed to take advantage of any preventive or corrective opportunities provided by Bluemercury or to avoid harm otherwise.

ELEVENTH SEPARATE DEFENSE

Bluemercury had (and has) an effective anti-harassment workplace policy.

TWELFTH SEPARATE DEFENSE

Plaintiffs' alleged damages were not proximately caused by the acts or omissions of Defendants or their employees, agents, and/or representatives.

THIRTEENTH SEPARATE DEFENSE

Plaintiff has named as defendants parties which were not her employer under federal, state, and local law.

FOURTEENTH SEPARATE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the exclusivity provisions of the New York Workers' Compensation Act.

FIFTEENTH SEPARATE DEFENSE

Plaintiff was an employee-at-will whose employment could be terminated, by her or Bluemercury, at any time for any reason, with or without notice.

SIXTEENTH SEPARATE DEFENSE

Bluemercury denies that it engaged in any wrongful or unlawful conduct and deny that Plaintiff is entitled to any legal and/or equitable relief

SEVENTEENTH SEPARATE DEFENSE

The damages incurred by Plaintiff, which Bluemercury specifically denies, are not the nature or extent alleged by Plaintiff in the Complaint.

EIGHTEENTH SEPARATE DEFENSE

Plaintiff's claims for recovery of punitive damages are in contravention of the constitutional safeguards under the Constitution of the United States of America and the New York State Constitution.

NINETEENTH SEPARATE DEFENSE

If and to the extent any action taken with respect to Plaintiff was motivated by an impermissible consideration, which Bluemercury denies, Bluemercury would have taken the same action for legitimate, non-discriminatory, non-retaliatory reasons.

TWENTIETH SEPARATE DEFENSE

Plaintiff has, by contract, agreed to waive her right to a trial by jury.

TWENTY-FIRST SEPARATE DEFENSE

Bluemercury reserves the right to assert any other affirmative defense(s) that may become evident through investigation or discovery.

WHEREFORE, defendant Bluemercury Inc. demands judgment in its favor and against the Plaintiff, dismissing Plaintiff's Complaint as against defendant Bluemercury Inc. with prejudice, together with defendant Bluemercury Inc.'s attorney's fees and costs of suit.

SCHOEMAN UPDIKE KAUFMAN &
GERBER LLP

*Attorneys for Defendant Macy's, Inc.,
Macy's Retail Holdings, Inc., Macy's
Corporate Services, Inc., and
Bluemercury Inc.*

By: /s/ David H. Ganz
David H. Ganz

Dated: January 18, 2019

CERTIFICATION OF SERVICE

I hereby certify that on this date, I caused the foregoing Defendant Bluemercury Inc.'s Answer to Plaintiff's Complaint to be electronically filed with the Court and served via electronic notice from the Court's ECF system, on plaintiff's attorney, Laurie E. Morrison, Esq., c/o Law Offices of Laurie E. Morrison, 100 Church Street, 8th Floor, New York, New York 10007.

Pursuant to 28 U.S.C. § 1746, I certify under penalty of perjury that the foregoing is true and correct.

SCHOEMAN UPDIKE KAUFMAN &
GERBER LLP

*Attorneys for Defendant Macy's, Inc.,
Macy's Retail Holdings, Inc., Macy's
Corporate Services, Inc., and
Bluemercury Inc.*

By: /s/ David H. Ganz
David H. Ganz

Dated: January 18, 2019